

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 262

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE AMENDED AND
RESTATE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF
FAIRFIELD AND CARLSON, BARBEE AND GIBSON, INC., FOR ENGINEERING
AND DESIGN SERVICES RELATED TO THE JEPSON PARKWAY PROJECT**

WHEREAS, on April 17, 2012, the City of Fairfield entered into an Agreement for Consulting Services (Agreement) with Carlson, Barbee and Gibson, Inc. (CBG) for engineering and design services for the Jepson Parkway Phase 1 Project; and

WHEREAS, on January 8, 2013, CBG was authorized to utilize the 10% management reserve which increased CBG's fee; and

WHEREAS, on March 19, 2013, the City of Fairfield entered into an Amended and Restated Agreement for Consulting Services (A&R Agreement) with CBG, replacing the Agreement and increasing CBG's fee; and

WHEREAS, on March 3, 2015, Amendment No. 1 to the A&R Agreement was approved which did not increase CBG's fee; and

WHEREAS, on September 24, 2015, CBG was authorized to utilize the 10% management reserve which increased CBG's fee; and

WHEREAS, on February 2, 2016, Amendment No. 2 to the A&R Agreement was approved which increased CBG's fee; and

WHEREAS, Amendment No. 3 to the A&R Agreement will add engineering services during construction of Jepson Parkway Phase 2A, extend the expiration date of the agreement, and increase CBG's fee.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield, that certain Amendment No. 3 to the Amended and Restated Agreement with Carlson, Barbee and Gibson, Inc., for the design and engineering of the Jepson Parkway Project.

Section 2. Amendment No. 3 will increase the maximum fee by \$796,000 for a total not to exceed fee of \$3,767,750.

Section 3. The Director of Public Works is hereby authorized to implement the above-mentioned amendment and administer a 5% management reserve (\$39,800) for a total not to exceed expenditure authorization of \$3,807,550.

PASSED AND ADOPTED this 15th day of November, 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/~~MOY~~/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: NONE

Haney/t Price
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

AMENDMENT NO. 3

**TO AMENDED AND RESTATED AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF FAIRFIELD AND CARLSON BARBEE AND GIBSON, INC.
FOR DESIGN OF THE JEPSON PARKWAY PHASE 1 PROJECT**

This Amendment No. 3 (hereinafter "AMENDMENT") to the Amended and Restated Agreement for Consulting Services for design of the Jepson Parkway Phase 1 Project is made and entered this 23rd day of November, 2016, by and between the CITY OF FAIRFIELD, a municipal corporation (hereinafter, "CITY"), and Carlson Barbee and Gibson, Inc., a California corporation (hereinafter, "CONSULTANT").

WITNESSETH

WHEREAS, CITY and CONSULTANT entered into that certain Amended and Restated Agreement for Consulting Services for design of the Jepson Parkway Phase 1 Project dated March 19, 2013 (hereinafter, "Agreement"); and

WHEREAS, CITY and CONSULTANT entered into that certain Amendment 1 to the Amended and Restated Agreement for Consulting Services for design of the Jepson Parkway Phase 1 Project dated March 3, 2015 (hereinafter, "Amendment 1"); and

WHEREAS, CITY and CONSULTANT entered into that certain Amendment 2 to the Amended and Restated Agreement for Consulting Services for design of the Jepson Parkway Phase 1 Project dated February 12, 2016 (hereinafter, "Amendment 2"); and

WHEREAS, the parties desire to make certain modifications to the Agreement to modify the title and accommodate additional scope.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

1. The title of the agreement is hereby amended to read as follows:

**"AMENDED AND RESTATED AGREEMENT FOR CONSULTING SERVICES
Jepson Parkway Phase 2"**

2. Section I of the Agreement is hereby amended to read as follows (Items A – K remain unamended):

L. Task 11 Construction Services.

11.1 Additional Bid Support

CBG and members of the Design Team will provide additional bid support as requested by City. This will include RFI's and reviewing and evaluating bid results.

11.2 Construction Meetings

CBG and members of the Design Team will meet with City Staff and contractor during the construction of the project. It is assumed the contractor will prepare a meeting agenda, meeting notes, and a list of action items resulting from each meeting.

It is anticipated that the construction of Phase 2A of the Jepson Parkway Project will begin in November 2016, have a duration of 320 working days (16.5 months), and be completed by March 2018.

It is anticipated that the Design Team will have the following meeting availability:

- CBG will attend up to 32 Construction Meetings (Approximately 2x Per Month)
- C+D will attend up to 16 Construction Meetings (Approximately 1x Per Month)
- HDR will attend up to 2 Meetings
- Y&C Transportation Consultants will attend up to 2 Meetings

11.3 Project Management

CBG will be responsible for the overall management of the project. This includes managing the schedule and deliveries, project budget, and overall coordination of the Design Team. CBG will also be responsible for reporting Contract progress to the City monthly.

CBG will also prepare monthly invoices for the City. Invoices shall include a progress report which will include a narrative description of the work completed during the current period and a tabular summary of the progress of each task. The invoice will also include percentage of each task completed, value of work completed for each task, and the total value of work.

11.4 Request for Information

CBG and the Design Team will prepare responses to Requests for Information made by the contractor.

11.5 Submittals

CBG and the Design Team will review contractor submittals for the project.

11.6 Record Drawings

CBG and the Design Team will prepare record drawings based upon mark-ups provided by the contractor, City inspector and City staff.

Deliverables

- One (1) bond set of records drawings.

M. Task 12 Construction Staking.

12.1 Survey Control

Establish survey control for project.

12.2 Utility Relocation As-Built Survey

Perform Topographic Survey for relocated AT&T and PG&E facilities on Jepson Parkway.

Prepare exhibit showing results of the survey.

12.3 Kinder Morgan Pipeline Relocation

Provide one (1) set of stakes for pipeline relocation at Station 352+86. One (1) mobilization.

Provide one (1) offset stake for pipeline relocation at 50 foot intervals between Stations 337+50 to 343+50 ($600\pm$ LF). One (1) mobilization.

12.4 Temporary Chain Link Fence

Provide one (1) stake at offset requested by contractor at 50 foot intervals including any angle points ($3,100\pm$ LF). Two (2) mobilizations.

12.5 Temporary ESA Fence

Provide one (1) stake at offset requested by contractor at 50 foot intervals including any angle points ($3,900\pm$ LF). Two (2) mobilizations.

12.6 Pavement Removal Limits

Provide one (1) set of stakes for limit of pavement removal at Peabody Road Intersection and DWR Crossing. One (1) mobilization.

12.7 Rough Grading

Provide one (1) stake at offset requested by contractor at daylight line, back of sidewalk, top of curb, and median curb on north side at 50 foot intervals and all grade breaks. Four (4) mobilizations.

Provide one (1) stake at offset requested by contractor at daylight line, top of curb, and median curb on south side at 50 foot intervals and all grade breaks. Four (4) mobilizations.

Perform subgrade survey at 50 foot intervals on north side. Two (2) mobilizations.

Perform subgrade survey at 50 foot intervals on south side. Two (2) mobilizations.

12.8 Sanitary Sewer

Provide one (1) stake at offset requested by contractor for sanitary sewer at 50 foot stations on tangents, 25 foot stations on curves, including wyes, laterals, manholes, and cleanouts. Four (4) mobilizations.

12.9 Storm Drainage

Provide one (1) stake at offset requested by contractor for storm drain at 50 foot stations on tangent and 25 foot stations on curve. Four (4) mobilizations.

Provide one (1) set of stakes for each catch basin location and finish grade for top of box. Two (2) mobilizations.

12.10 Irrigation Line

Provide one (1) offset stake for irrigation line at 50 foot intervals and angle points between Stations 316+00 to 322+00 (600± LF). One (1) mobilization.

12.11 Street Light Trench

Provide one (1) offset stake for street light trench at 50 foot intervals. Two (2) mobilizations.

12.12 Fiber Optic Trench

Provide one (1) offset stake for trench under sidewalk at 50 foot intervals. One (1) mobilization.

12.13 10' Sidewalk

Provide one (1) stake at offset requested by contractor at 50 foot intervals and at all curves and grade breaks. Four (4) mobilizations.

12.14 Curb and Gutter

Provide one (1) stake at offset requested by contractor at 50 foot intervals and at all curves and grade breaks for north curb. Four (4) mobilizations.

Provide one (1) stake at offset requested by contractor at 50 foot intervals and at all curves and grade breaks for south curb. Four (4) mobilizations.

12.15 Median Curb

Provide one (1) stake at offset requested by contractor at 50 foot intervals and at all curves and grade breaks for north median curb. Four (4) mobilizations.

Provide one (1) stake at offset requested by contractor at 50 foot intervals and at all curves and grade breaks for south median curb. Four (4) mobilizations.

12.16 Street Lights

Provide one (1) offset stake for each street light. Two (2) mobilizations.

12.17A Traffic Signals – Peabody Road and Jepson Parkway

Provide one (1) set of straddlers for each signal pole, four (4) total. One (1) mobilization.

12.17B Traffic Signals – Transit Center Road and Jepson Parkway

Provide one (1) set of straddlers for each signal pole, eight (8) total. One (1) mobilization.

12.17C Traffic Signals – Future West Collector and Jepson Parkway

Provide one (1) set of straddlers for each signal pole, five (5) total. One (1) mobilization.

12.18 Irrigation Sleeves

Provide one (1) stake at each end of irrigation sleeve, ten (10) total. One (1) mobilization.

12.19 Swale Grading

Provide one (1) stake at centerline of swale at 50 foot intervals. Four (4) mobilizations.

12.20 Retaining Wall

Provide one (1) offset stake at 25 foot intervals for top and bottom of retaining wall. Four (4) mobilizations.

12.21 Utility Relocations

Provide one (1) stake for relocation of fire hydrants, water backflows and PG&E and AT&T utility boxes. Four (4) mobilizations.

12.22 Miscellaneous Staking

Provide miscellaneous staking as requested by the City.

12.23 Restaking

Restake Items 15.1 – 15.22 as requested by the City.

Exclusions

1. Biological Monitoring, Preconstruction Surveys.
2. Asphalt Concrete Testing.
3. Construction Staking not specifically included in this scope.

N. Reproduction Work. CONSULTANT shall provide copies of brochures, blueprints, negatives, specifications, mylars (such as one set of reproducible "Record Drawings" mylar plans), or other materials necessary for the completion of the work described in Sections I.A., B., C., D., E., F., G., H., I., J., K., L., and M. above. Plans shall be 24" x 36" in size, with borders and title blocks to the CITY's satisfaction. Quantities of plans and reports shall be per the deliverables outlined in Sections I.A., B., C., D., E., F., G., H., I., J., K., and L. above.

O. Commence Work. CONSULTANT shall not begin work on this contract before the contract is executed by both CONSULTANT and CITY."

3. Section IV, Part B of the Agreement is hereby amended to read as follows (Subparts 1 - 9 remain unamended):

"IV. COMPENSATION OF CONSULTANT

B. Basis of Compensation.

10. For those services described in Section I.L. compensation shall be \$716,400, with a fee of \$79,600, equaling a total of seven hundred and ninety-six thousand DOLLARS (\$796,000).

11. If approved by the City, the fees from one section above may be transferred to another section as long as the total cost amount including fixed fee does not exceed \$3,767,750.

12. For those services described in Section I.E. (Reproduction Work) compensation shall be paid as part of the work performed in sections I.A., B., C., D., E., F., G., H., I., J., K., L., and M., and shall be a part of and subject to the maximum fees described above, except that the maximum number of sets of plans and reports shall be limited to the numbers outlined in the deliverables in Sections I.A., B., C., D., E., F., G., H., I., J., K., L., and M., with additional copies (if required in writing by CITY) being paid as extra work.

13. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. No travel expenses will be charged to the project and are assumed to be covered by the indirect rate being charged."

4. Section V of the Agreement is hereby amended to read as follows:

"V. TERM; TIME OF COMPLETION

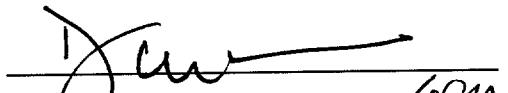
The term of this Agreement shall commence on March 19, 2013, and shall expire on December 31, 2018. CONSULTANT shall commence work upon issuance of a notice to proceed by CITY's Project Manager."

5. Except as specifically set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 23rd day of November, 2016.

CITY OF FAIRFIELD,
a municipal corporation (CITY)

By:


David A. White
City Manager

CARLSON BARBEE AND GIBSON, INC.
(CONSULTANT)

By:

